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ABSTRACT

This checklist was prepared as an aid to evaluators, funding agents, clients, members of program staff about to be evaluated, and pertinent audiences in planning, preparing, and reviewing contracts for conducting evaluation studies. It contains neither a set of "how to" procedures for constructing contracts, nor a discussion of the many technical, administrative, political, legal, and ethical issues concerned with evaluation contracting; it merely provides a list of questions and possible options to be considered when dealing with evaluation contracts. Sections include: (1) Initiating the Contract; (2) Contract Contents; and (3) Monitoring and Evaluating Contract Work. In any given instance, some of the questions in this checklist may be either irrelevant or addressed through other means (e.g. standard agency procedures) and so should be disregarded. For example, some of the items listed in Section 2: Contract Contents are often included in evaluation agreements by reference to existing agency documents. Provided, however, is a comprehensive list of reminders in a format usable by both technical and lay groups. For those interested in more detailed discussions of evaluation contracting, a short reading list is provided at the end of the checklist. (Author/GK)

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EVALUATION CONTRACTING CHECKLIST

A checklist for use in planning, drafting, and reviewing agreements for contracted evaluations of educational programs.

TM 820 343

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THE CHECKLIST

The purpose of this checklist is to aid evaluators, funding agents, clients, members of program staff about to be evaluated, and pertinent audiences in planning, preparing, and reviewing contracts for conducting evaluation studies.

This checklist contains neither a set of "how to" procedures for constructing contracts, nor a discussion of the many technical, administrative, political, legal, and ethical issues concerned with evaluation contracting. This document merely provides a list of questions and possible options to be considered when dealing with evaluation contracts. In any given instance, some of the questions in this checklist will be either irrelevant or addressed through other means (e.g. standard agency procedures) and so should be disregarded. For example, some of the items listed in Section II: Contract Contents are often included in evaluation agreements by reference to existing agency documents. This checklist does provide, however, a comprehensive checklist of reminders in a format usable by both technical and lay groups. For those interested in more detailed discussions of evaluation contracting, a short reading list is provided at the end of the checklist.

Comments, questions, or suggestions for improvement of this checklist should be directed to Nick L. Smith, Director, Research on Evaluation Program, Northwest Regional Educational Laboratory, 300 S. W. Sixth Avenue, Portland, Oregon 97204.

I. Initiating the Contract

NOTES

Selection of Evaluator

1. IS AN INTERNAL OR EXTERNAL EVALUATOR MORE APPROPRIATE?

   -- consider cost
   -- credibility
   -- objectivity
   -- availability of qualified personnel

2. WHAT CRITERIA ARE TO BE USED IN SELECTING THE EVALUATOR OR EVALUATION FIRM?

   -- consider formal training
   -- general experience
   -- specific experience with programs like the one to be evaluated
   -- quality and timeliness of previous work
   -- institutional qualifications
   -- general evaluation approach or philosophy
   -- quality of submitted proposal or study synopses

3. WHAT PROCEDURES ARE TO BE USED TO SELECT EVALUATOR OR EVALUATION FIRM?

   -- consider review of personnel vitas
   -- review of past work
   -- interviews with previous clients and program staff evaluated
   -- review of submitted proposal or study synopses (use of blind review?)
   -- use of review panel

NOTES

Type of Contract

4. IS A CONTRACT OR FORMAL AGREEMENT REQUIRED OR DESIRED?

   -- consider need for explicit statement of expectations
   -- monitorable agreement
   -- legal basis for recourse

5. HOW WILL THE CONTRACT BE AWARDED?

   Sole Source - single contractor identified on basis of previous knowledge of qualifications

   Synopsis Review Approach - sheltered competition in which contractor is selected from small group of bidders on basis of brief statements of proposed study design and bidder qualifications

   Request for Proposals (RFP) - contractor selected on basis of submitted proposals in open competition for contract

   -- consider legal constraints against use of sole source or synopsis review procedures:
   -- cost
   -- known availability of qualified bidders,
   -- time available to award contract
   -- possible charges of bias in selection process

NOTES

6. HOW IS THE CONTRACT AWARDING PROCESS TO BE MANAGED?

-- consider standard agency contracting policies and procedures
-- appropriate institutional sign-offs
-- timing of process vis a vis timing of evaluation
-- confidentiality of proposals/ synopses
-- identification of bidders
-- equality of bidder communication (should there be a bidders conference?)
-- use of a proposal review panel

-- consider contents of RFP or synopsis solicitation:
  - description of program to be evaluated
  - description of purpose and context of desired study
  - statement of expected evaluation products and available resources
  - constraints (if any) on evaluation
  - review process and criteria for selecting contractor

-- consider whether the contracting process encourages consideration of cost-effective, high utility alternatives

NOTES

Negotiation of Contract

7. HAVE THE PRIMARY NEGOTIATORS BEEN IDENTIFIED?

   -- identify formal, legal representatives of evaluator and funding agency

   -- consider consultation with other interested and affected parties:
      - clients
      - staff to be evaluated
      - public audiences and citizen groups

8. IS THE TIMING OF THE NEGOTIATION PROCESS APPROPRIATE GIVEN THE TIMING OF THE EVALUATION STUDY?

   -- consider evaluation lead time required for instrument development
   -- sampling and treatment assignment
   -- collection of background data

9. HAVE APPROPRIATE PROCEDURES FOR THE NEGOTIATION PROCESS BEEN ESTABLISHED?

   -- consider standard agency or evaluator procedures
   -- standard legal procedures
   -- confidential and non-coercive procedures

   -- consider procedures for determining topics to be negotiated:
      - work costs
      - scope of work
      - contract contents

   -- consider mutually agreed upon time and resource limits for negotiation process
   -- procedures for termination of negotiations
   -- selection of alternative bidders

NOTES

II. Contract Contents

Scope of Work

1. SHOULD A STUDY PLAN OR DESIGN BE INCLUDED IN THE CONTRACT?

   -- consider inclusion of a study plan which indicates the general focus, activities, and products of the study

   -- consider inclusion of a detailed study design including:
   - purposes of study
   - objectives/issues/questions to be addressed
   - major audiences
   - intended use of results
   - study rationale
   - assessment of program readiness for evaluation
   - monitoring of program implementation and impact
   - design logic and procedures
   - list of major activities
   - timeline of work
   - instrumentation to be developed
   - timing and amount of data collection (any site-visiting plans)
   - analysis and reporting
   - minimization of evaluation intrusiveness and reactivity

2. SHOULD EVALUATION PERSONNEL AGREEMENTS BE INCLUDED IN THE CONTRACT?

   -- consider inclusion of: names of actual individuals to perform the evaluation study
   - time commitments of key personnel
   - rights of personnel selection
   - rights of performance review

NOTES

3. SHOULD EVALUATION PRODUCTS BE SPECIFIED IN THE CONTRACT?

   -- consider inclusion of description of product
   -- date, location, nature of delivery
   -- number of copies
   -- review criteria and procedures

4. SHOULD THE EVALUATION REPORTING PROCEDURES BE SPECIFIED IN THE CONTRACT?

   -- consider inclusion of description of report format and contents
   -- statement of audiences
   -- anonymity of respondents
   -- availability of backup documentation
   -- number of copies
   -- date, location, and nature of delivery
   -- prereview, rebuttal, and editorial rights
   -- report release rights
   -- copyright and publication rights
   -- nature of reporting formats
      - memos
      - correspondence
      - technical reports
      - non-technical reports
      - news releases
      - informal oral briefings
      - formal presentations

Contract Management

5. SHOULD PROCEDURES FOR MONITORING THE EVALUATION WORK BE INCLUDED IN THE CONTRACT?

   -- consider inclusion of full disclosure of evaluation procedures
   -- statement of work checkpoints and deadlines
   -- personnel responsible for reviews
   -- review criteria
      - timeliness
      - degree of completion
      - technical quality
      - compliance with professional standards

NOTES

6. SHOULD PROCEDURES BE SPECIFIED IN THE CONTRACT TO INSURE ALL NECESSARY PROTECTIONS?

   -- consider inclusion of provisions covering conflicts of interest
   -- non-exploitation of parties
   -- protection of human subjects
   -- forms clearance
   -- informed consent and right of respondent withdrawal without penalty
   -- nondiscrimination
   -- compliance with pertinent laws
   -- confidentiality and protection of privacy
   -- data security
   -- insurance/bonding of contractor

7. SHOULD DETAILS CONCERNING FINANCIAL PAYMENT BE INCLUDED IN THE CONTRACT?

   -- consider inclusion of itemized project budget
   -- statement of amount, timing, and nature of payments (fixed price or cost reimbursement)
   -- conditions of payments
   -- contributed resources (computer time, secretarial support)
   -- hidden or unexpected costs (duplication of final report)
   -- restrictions on chargeable items
   -- overhead rates
   -- default penalties

8. SHOULD PROVISIONS BE INCLUDED IN THE CONTRACT FOR AMENDING OR ADJUDICATING GRIEVANCES UNDER THE AGREEMENT?

   -- consider inclusion of statement of conditions and procedures for amending contract
   -- criteria and procedures for determining contract compliance
   -- procedures for conflict resolution
   -- formal grievance adjudication procedures
   -- rights of appeal and redress

NOTES

9. SHOULD OTHER MISCELLANEOUS AGREEMENTS BE INCLUDED IN THE CONTRACT?

-- consider inclusion of agreements on site access and data access
-- additional restrictions, if any, on evaluation staff or other parties to the agreement
-- agreements concerning use of results
-- who owns the data, how long it should be retained and in what form
-- use of subcontractors
-- agreements on contributed efforts or actions of nonevaluation parties to agreement
-- agreements concerning use of study for ancillary research or policy work
-- other evaluator responsibilities
-- other client or funding agent responsibilities

III. Monitoring and Evaluating Contract Work

NOTES

Monitoring Work

1. HAVE PROCEDURES FOR PROPER MONITORING OF THE CONTRACT WORK BEEN SPECIFIED AND IMPLEMENTED?

   -- see Section II.5

   -- consider whether periodic management reports are required
      - procedures for charting work progress
      - problem notification procedures
      - mechanisms for preservation of client control

2. HAVE PROCEDURES BEEN DEVELOPED FOR MODIFYING WORK OR CONTRACT BASED ON DEVIATION FROM PLAN?

   -- see Sections II.2, II.7, II.8

Evaluating Work

3. HAVE FINAL REVIEW PROCEDURES BEEN ESTABLISHED TO EVALUATE THE QUALITY OF THE COMPLETED WORK?

   -- see Sections II.7, II.8

   -- consider use of independent review panels
   -- application of professional standards
   -- formal critiques of the evaluation study (meta-evaluation)
   -- re-analysis of evaluation data (secondary data analysis)
   -- public review of procedures and findings (adversarial or community hearings)

   -- consider procedures for nonpenalized admission of error
   -- self-criticism by contract parties

NOTES

4. HAVE OPTIONS FOR RECOURSE BEEN EXPLORED SHOULD WORK NOT COMPLY WITH CONTRACTUAL AGREEMENTS?

   -- consider informal letters of inquiry
   -- formal letters of complaint
   -- negotiated settlements
   -- nonpayment of funds
   -- refusal to reemploy
   -- legal suit
   -- public exposure

   -- consider type of recourse appropriate for each level of deviation from agreement

READINGS CONCERNING EVALUATION CONTRACTING

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